

AGREEMENT SECURING FEDERAL MATCH FUNDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2004, by and between Leon County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the State of Florida, Agency for Healthcare Administration, hereinafter referred to as "ACHA".

I. Funds

1. In accordance with the General Appropriations Act of F/Y 2004 – 2005 (HB 1835), enacted by the Florida Legislature in regular session, the County and ACHA agree that the County shall remit to ACHA monies for the purpose of securing federal matching funds through the Medicaid Upper Payment Limit (MUPL) special Medicaid payment program, in an amount not to exceed \$1 million.
2. The County shall transfer payments of funds to ACHA in the following manner:
 - A. The first quarterly payment of an amount not to exceed \$250,000, covering the months of July, August, and September, 2004, shall be due and payable to ACHA upon receipt of the first quarterly invoice received by the County from ACHA;
 - B. The second quarterly payment of an amount not to exceed \$250,000, for the months of October, November, and December, 2004, shall be due and payable to ACHA upon receipt of the second quarterly invoice received by the County from ACHA;
 - C. The third quarterly payment of an amount not to exceed \$250,000 for the months of January, February, and March, 2005, shall be due and payable to ACHA upon receipt of the third quarterly invoice received by the County from ACHA;
 - D. The fourth quarterly payment of an amount not to exceed \$250,000 for the months of April, May, and June, 2005, shall be due and payable to ACHA upon receipt of the fourth quarterly invoice received by the County from ACHA;
 - E. Attachment #1 to this agreement is the DSH and Special Medicaid Payment ("SMP") schedules reflecting anticipated annual distributions for state fiscal year 2004-2005.

3. ACHA shall make its best efforts to secure federal matching funds through the Medicaid Upper Payment Limit (MUPL) Special Medicaid Payment program. If, for any reason ACHA is unable to obtain such federal matching funds, ACHA shall transmit and return to Leon County all monies previously transferred to ACHA, within five business days of ACHA being notified by the MUPL Special Medicaid Payment program of its denial to match such funds.
4. If ACHA is successful in obtaining federal matching funds, it shall transfer such funds, together with the funds received by the County, to Tallahassee Memorial Healthcare, Inc., within 10 business days of receipt of same from the Center for Medicare and Medicaid Services.

II. Utilization of Funds

1. The County and ACHA hereby agree that all funds remitted to ACHA by Leon County shall only be used for the provision of Medicaid funded health services to the people of Leon County.
2. The utilization of the provision of Medicaid funded health services will be accomplished through the following Medicaid programs:
 - A. The disproportionate share program;
 - B. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days, equals or exceeds 11 percent;
 - C. The removal of inpatient and outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 9.6 percent, and are trauma centers;
 - D. The removal of inpatient and outpatient reimbursement ceilings for teaching, specialty and community health education programs hospitals;
 - E. Increase the annual cap on outpatient services for adults from \$500 to \$1,500;

F. Special Medicaid payments to rural hospitals, trauma centers, graduate medical education programs, primary care services, and other Medicaid participating hospitals; and,

G. Special Medicaid payments to hospitals that provide enhanced services to low-income individuals.

3. The county confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, hospital districts, and/or the hospitals to re-direct any portion of the Medicaid supplemental payments in order to satisfy non-Medicaid activities.

III. Records

1. The County and ACHA agree that ACHA shall maintain all necessary records and supporting documentation applicable to Medicaid health services covered by this Agreement. Further, the County shall have full and complete access to such records and the supporting documentation, at all reasonable times.

IV. Term

1. This Agreement shall be for a period of one year, commencing on July 1, 2004, through June 30, 2005. This Agreement may be renewed annually after the initial term upon the mutual consent of both parties hereto and upon such terms and conditions as may be negotiated.

V. Miscellaneous

1. **Contingency:** This Agreement is contingent upon the State Medicaid Hospital Reimbursement Plan reflecting 2004-2005 legislative appropriations being approved by the federal Centers for Medicare and Medicaid Services.
2. **Assignment:** The parties shall not assign any portion of this Agreement without first obtaining the written consent of the non-assigning party. Any assignment made contrary

to the provisions of this section shall be cause for termination of the Agreement and, shall not convey any rights to the assignee.

3. **Entire and Complete Agreement:** This Agreement constitutes the entire and complete Agreement of the parties with respect to the obligations required hereunder. This Agreement, unless provided hereunto the contrary, may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.
4. **Applicable Law:** The law of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement.
5. **Venue:** Venue for all actions at law or in equity shall lie in Leon County, Florida.
6. **Severability:** In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determination, implement and give effect to the intentions of the parties, as reflected herein, and the other provisions of this Agreement shall, as amended, modified, supplemented, or otherwise affected by such actions, remain in full force and effect.

IN WITNESS WHEREOF the parties have duly executed this Agreement on this ____ day of _____, 2004.

WITNESSES:

State of Florida Agency for Healthcare
Administration

By: _____
Kenneth L. Thurston, CPA
Assistant Deputy Secretary for Medicaid
Finance

Date: _____

LEON COUNTY, FLORIDA

BY: _____
Jane Sauls, Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY: _____

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

ATTACHMENT 1

Attachment # 1
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SUMMARY OF ANNUAL DISPROPORTIONATE SHARE PAYMENTS (PROJECTED, INCOMPLETE) FISCAL YEAR 2004-2005

Using data from corresponding funds distribution calculations

County	Provider Name	Regular DSH 408.911 F.S.	RPICC 408.9112 F.S.	Primary Care 408.9117 F.S.	Teaching 408.9113 F.S.	Specialty 408.9118 F.S.	Mental Health 408.9115 F.S.	Rural DSH 408.9116 F.S.	RFAP 408.9116 F.S.	Total
Palm Beach	A. G. Hedley State Hospital					4,180,160				4,180,160
Pinellas	All Children's Hospital	34,070								34,070
Bay	Bay Medical Center	4,540,721								4,540,721
Broward	Broward General Medical Center	36,313,086								36,313,086
Jackson	Campbellton-Goodwin Hospital	107,142								107,142
Lee	Columbia Gulf Coast Hospital - Ft. Myers	2,530								2,530
Palm Beach	Columbia Hospital	7,363								7,363
Broward	Coral Springs Medical Center	3,888,108								3,888,108
DeSoto	DeSoto Memorial Hospital	1,890								1,890
Holmes	Driscoll Memorial Hospital - Bonifay	107,142								107,142
Gadsden	Florida State Hospital	1,100,833					88,541,908			89,642,741
Palm Beach	Glades General Hospital	815,814								815,814
Volusia	Heffner Medical Center	6,972,910								6,972,910
Orange	Health Central	2,310,836								2,310,836
Dade	HealthSouth Martin Hospital-Miami	8,281								8,281
Hendry	Hendry Regional Medical Center	107,142								107,142
Broward	Imperial Point Hospital	4,874,812								4,874,812
Jackson	Jackson Hospital	107,142								107,142
Dade	Jackson Memorial Hospital	85,085,481								85,085,481
Lee	Lee Memorial Hospital	6,706,582								6,706,582
Sarasota	Memorial Hospital - Sarasota	3,682,561								3,682,561
Broward	Memorial Hospital Pembroke	107,142								107,142
Broward	Memorial Hospital West	107,142								107,142
Broward	Memorial Regional Hospital	18,287,987								18,287,987
Dade	Miami Children's Hospital	30,888								30,888
Baker	N.E. Florida State Hospital	848,434					45,021,238			45,869,672
Broward	North Broward Medical Center	11,761,441								11,761,441
Washington	Northwest Florida Community Hospital	107,142								107,142
Broward	Parish Medical Center	1,319,318								1,319,318
Broward	Plantation General Hospital	10,836								10,836
Dade	SHH Homestead Hospital	8,114								8,114
Escambia	Sacred Heart Hospital	15,748								15,748
Alachua	Shands Teaching Hospital & Clinic	43,276								43,276
Duval	Shands at Jacksonville	24,824								24,824
Palm Beach	St. Mary's Hospital	28,718								28,718
Hillsborough	Tampa General Hospital	28,824								28,824
Santa Rosa	West Florida Community Care Center	36,003								36,003
Dade	Westchester General Hospital	8,537								8,537
Total DSH Payments FY 2004-05		200,627,881	0	0	0	4,180,160	103,563,144	0	0	308,340,885
						(1)	(2)	(2)		

- (1) \$103,563,144 represents the total DSH payments allocated to this program. Of this amount, \$60,908,062 (federal funding) is actually paid to the hospitals by Medicaid. The state match of \$42,654,452 is already appropriated in the Mental Health Institutions budget entry.

- (2) Data is not yet available for Rural DSH providers. Therefore, no Distribution amounts can be projected.

Special Medicaid Payment Annual Totals (Projected, Incomplete)
Fiscal Year 2004 - 2005

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HCSP Number	Medicaid Number	Provider Name (as contained in 1994 Audit Records)	County	Explicit Appropriations					GME Prop.		Prt. Care Prop.		Designated Y/T/ura Centers		
				Salary-Wtr	Low Income	Patient Cst.	Public Inq.	Publicly Provided	Health. Amount	Prt. Care	Health. Amount	Prt. Care	Level I GR	Level II GR	Level III AND
				A	B	C	D	E	F	G	H	I	J	K	L
100000	100000	ALL CHILDREN'S HOSPITAL	PINELLAS	4,597,453	(Designated)	(Designated)	(Report Source)	(Report Source)	(First Properties)	(First Properties)	(Report Source)	(Report Source)	(Report Source)	(Report Source)	(Report Source)
100001	100740	BAPTIST HOSPITAL OF PENINSULA	ESCAMBIA	49,589	236,313		1,000,000						450,000		
100002	100807	BAYVIEW MEDICAL CENTER	PINELLAS	225,978	6,000,755			233,000					450,000		
100003	100824	BERT FISH MEDICAL CENTER	YOLUBIA		697,500								450,000		
100004	100831	BETHLEHEM MEMORIAL HOSPITAL	PALM BEACH		2,334,075										
100005	100839	BOCA RATON COMMUNITY HOSPITAL	PALM BEACH		178,162										
100006	100839	BROWARD GENERAL MEDICAL CENT	BROWARD	238,346	25,000,389			233,000		1,070,000	765,000				
100007	100834	COLUMBIA HOSPITAL	PALM BEACH		474,078										
100008	100899	DEL RAY MEDICAL CENTE	PALM BEACH		5,540,664										
100009	100929	EDWARD WHITE HOSPITAL	PINELLAS		33,540										450,000
100010	100711	FLAGLER HOSPITAL	ST. JOHN'S		428,775										
100011	100720	FLORIDA HOSPITAL	ORANGE	55,072	6,994,300			233,000							
100012	100824	GOOD SAMARITAN MEDICAL CENTER	PALM BEACH		1,716,491										
100013	100824	H. LEE HOPKIN CANCER CENTER	HILLSBOROUGH		12,854,004										
100014	100842	HALIFAX MEDICAL CENTER	YOLUBIA		10,000,000			233,000							450,000
100015	100413	HELEN ELLIS MEMORIAL HOSPITAL	PINELLAS		228,234										
100016	100819	HOLMES REGIONAL MEDICAL CENTER	BREVARD												
100017	100820	IMPERIAL POINT HOSPITAL	BROWARD							712,140				450,000	
100018	100840	INDIAN RIVER MEMORIAL HOSPITAL	INDIAN RIVER		10,400,126										
100019	100448	JFK MEDICAL CENTER	PALM BEACH		4,302,000										
100020	100421	JACKSON MEMORIAL HOSPITAL	DADE	3,102,348	17,400,000				1,712,435	2,151,000	765,000				
100021	100894	JUPITER MEDICAL CENTER	PALM BEACH		775,400										
100022	100840	LARGO MEDICAL CENTER	PINELLAS		62,300										450,000
100023	100840	LARGO MEDICAL CENTER	LEE	500,000	15,544,000										450,000
100024	100840	LEE MEMORIAL HOSPITAL	PINELLAS		273,512										
100025	100840	MEADE HOSPITAL - DUNEDIN	PINELLAS		411,540										
100026	100840	MEADE HOSPITAL - COUNTRYSIDE	PINELLAS		25,004,025										
100027	100840	MEMORIAL REGIONAL HOSPITAL	BROWARD							2,100,000	765,000				
100028	100760	MEMORIAL HOSPITAL - SARASOTA	SARASOTA		5,007,462										
100029	100840	MEAD CHILDRENS HOSPITAL	DADE	5,400,000			1,000,000								450,000
100030	100840	MORTON F. PLANT HOSPITAL	PINELLAS		1,365,346			233,000							
100031	100840	MT. SINAI MEDICAL CENTER	DADE	5,972,079	1,000,000				1,000,000						
100032	100716	MUNROE REGIONAL MEDICAL CENTER	MARION		1,000,000										
100033	100840	NAPLES COMMUNITY HOSPITAL	COLLIER		1,007,000										
100034	100838	NORTH BROWARD MEDICAL CENTER	BROWARD		275,700										450,000
100035	100838	COLUMBIA NORTHEAST MEDICAL CENTER	PINELLAS												
100036	100840	OCALA REGIONAL MEDICAL CENTER	MARION		2,643,700										
100037	100840	ORLANDO REGIONAL MEDICAL CENTER	ORANGE	5,500,342	6,994,200				1,130,426		765,000				
100038	100840	PALM BEACH GARDENS MEDICAL CENTER	PALM BEACH		409,421										
100039	100840	PALMETTO GENERAL HOSPITAL	DADE					233,000							
100040	100811	PALMS OF PASADENA HOSPITAL	PINELLAS		44,000										
100041	100840	PALM WEST HOSPITAL	PALM BEACH		703,107										
100042	100840	PINECREST REHABILITATION HOSPITAL	PALM BEACH		259,500										
100043	100760	SACRED HEART HOSPITAL	ESCAMBIA	166,977	230,313										450,000
100044	100770	SHANAHAN AT JACKSONVILLE	DUVAL	44,416,276	24,400,070	1,304,566			1,400,000	1,920,000	765,000				
100045	100831	SHANAHAN AT LAKE SHORE	COLUMBIA		1,775,000										

**Special Medicaid Payment Annual Totals (Projected, Incomplete)
Fiscal Year 2004 - 2005**

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HCCB Number	Medicaid Number	Provider Name (as contained in 1994 Audit Records)	County	Explicit Appropriations					GME Prop. Discrete Amount	Pri. Care Prop. Discrete Amount	Designated Trauma Centers		
				Safety-Net	Low Income	Public Out.	Public Inpt.	Public Prosthes.			Level I	Level II OR	Level II AND
				A (Discrete)	B (Discrete)	C (Discrete)	D (Report Discrete)	E (Report Discrete)	F (Fixed Proportion)	G (Fixed Proportion)	H (Report Discrete)	I (Report Discrete)	J (Report Discrete)
100113	100030	SHANDS TEACHING HOSPITAL & CLINIC	ALACHUA	1,765,255	11,699,788				1,692,423	961,494			
100132	100066	SOUTH FLORIDA BAPTIST HOSPITAL	HILLSBOROUGH		1,888,499								
100047	120027	SAINT ANTHONY'S HOSPITAL	PINELLAS		9,479,427								
100075	100078	ST. JOSEPH'S HOSPITAL	HILLSBOROUGH	62,839	13,486,446								428,000
100040	101494	ST. MARY'S HOSPITAL	PALM BEACH	291,769	9,484,907								428,000
100140	120040	SAINT PETERSBURG GENERAL HOSPITAL	PINELLAS		174,308								
100040	100726	SAINT VINCENT'S HEALTH SYSTEM	DUVAL					231,600					
100126	100723	SAINT LUKE'S HOSPITAL	DUVAL					231,600					
100065	101591	SUN COAST HOSPITAL	PINELLAS		185,817			231,600					
100116	101129	TALLAHASSEE MEMORIAL HEALTHCARE	LEON	54,485	1,175,000			231,600					
100126	100994	TAMPA GENERAL HOSPITAL	HILLSBOROUGH	10,754,481	23,397,761	1,978,640			1,721,973	2,197,279	765,000		
100204	120040	WEST BOCA MEDICAL CENTER	PALM BEACH		268,345								
100204	115223	WEST FLORIDA REGIONAL MEDICAL CENTER	ESCAMBIA										428,000
100275	101129	WELLINGTON REGIONAL MEDICAL CENTER	PALM BEACH		879,647								
Total				181,485,423	391,688,125	3,163,664	2,888,640	2,136,800	13,361,921	11,361,921	4,590,000	4,590,000	2,328,000

NOTES:

- (1) Calculated annual distribution amounts have been adjusted so that Federal program totals match appropriations.
- (2) GME and Primary Care Proportions are carried forward from SFY 2003-2004 calculations.
- (3) Rural Provider data is not yet available. Therefore, no Rural SMP can be projected.